

Citation: Pu (Re), 2023 BCSRE 5

Date: 2023-01-17

File # 17-478

**THE BC FINANCIAL SERVICES AUTHORITY**

**IN THE MATTER OF THE *REAL ESTATE SERVICES ACT*  
SBC 2004, c 42 as amended**

**AND**

**IN THE MATTER OF**

**Tian Ying Pu  
(150202)**

**CONSENT ORDER**

**[This Order has been redacted before publication.]**

RESPONDENT: Tian Ying Pu ("Ms. Pu")

DATE OF CONSENT ORDER: January 17, 2023

COUNSEL: Michael Jones, Legal Counsel for the BC Financial Services Authority  
James Wagner, Legal Counsel for the Respondent

PROCEEDINGS:

On January 17, 2023, the Superintendent of Real Estate (the "Superintendent"), or the Superintendent's authorized delegate, of BC Financial Services Authority ("BCFSA") accepted the Consent Order Proposal (the "Proposal") submitted by Ms. Pu.

**WHEREAS** the Proposal, a copy of which is attached hereto, has been executed by Ms. Pu.

**NOW THEREFORE**, having made the findings proposed in the attached Proposal, and found that Ms. Pu committed professional misconduct within the meaning of sections 3(1), 7(3)a), 27(1)(a) and (b), 35(1)(a) and (c) of the *Real Estate Services Act* ("RESA") and sections 3-4 and 5-3(1) of the Rules made under the RESA in effect at the time of the misconduct, pursuant to section 43 of the RESA the Superintendent orders that:

1. Ms. Pu has her licence suspended for thirty (30) days;
2. Ms. Pu will not act as an unlicensed assistant during the time of her licence suspension;

3. Ms. Pu pay a discipline penalty to BCFSA in the amount of \$45,000.00 within three (3) months from the date of this Order;
4. Ms. Pu, at her own expense, register for and successfully complete the Real Estate Trading Services Remedial Education Course, as provided by the Sauder School of Business at the University of British Columbia in the time period as directed by BCFSA;
5. Ms. Pu, at her own expense, register for and successfully complete the BCFSA Ethics for the Real Estate Professional Course as provided by the Sauder School of Business at the University of British Columbia in the time period directed by BCFSA; and,
6. Ms. Pu pay enforcement expenses to BCFSA in the amount of \$5,000.00 within three (3) months from the date of this Order.

If Ms. Pu fails to comply with any term of this Order, the Superintendent may suspend or cancel her licence without further notice to her, pursuant to sections 43(3) and 43(4) of the RESA.

Dated this 18th day of January, 2023 at the City of Victoria, British Columbia.

Superintendent of the BC Financial Services Authority

“JONATHAN VANDALL”

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Jonathan Vandall  
Delegate of the Superintendent of Real Estate  
Province of British Columbia

Attch. Consent Order Proposal signed by Tian Ying Pu

**BC FINANCIAL SERVICES AUTHORITY**

**IN THE MATTER OF THE REAL ESTATE SERVICES ACT  
SBC 2004, c 42 as amended**

**AND**

**IN THE MATTER OF**

**TIAN YING PU  
(150202)**

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**CONSENT ORDER PROPOSAL BY TIAN YING PU**

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**BACKGROUND AND FACTS**

This Consent Order Proposal (the "Proposal") is made by Tian Ying Pu ("Ms. Pu") to the Superintendent of Real Estate (the "Superintendent") of the BC Financial Services Authority ("BCFSA") pursuant to section 41 of the Real Estate Services Act ("RESA").

For the purposes of the Proposal, Ms. Pu and the Superintendent have agreed upon the following facts:

**Background**

1. Ms. Pu (150202) has been licensed as a trading services representative since October 2006 except for a brief period between October 19, 2018 and January 20, 2019 when she was unlicensed.
2. Ms. Pu, was at all material times, licensed as a trading services representative with [Brokerage 1] (the "Brokerage").
3. At all material times, Ms. Pu was not licensed to provide rental property management services.
4. In August 2015, Ms. Pu represented [Owner 1] (the "Owner") in the purchase of the property located at [Property 1], Vancouver, BC (the "Property").
5. On July 31, 2015, the Owner granted his wife, [Complainant 1] (the "Complainant"), Power of Attorney over his affairs.

**The Tenancy**

6. In and around October, 2016, the Complainant asked Ms. Pu to help find a tenant for and rent out the Property. Ms. Pu agreed.
7. Ms. Pu did not provide the Owner or the Complainant with a written service agreement for the rental property management services to be provided.
8. In October, 2016, Ms. Pu put an advertisement on Craigslist seeking a tenant for the Property on Craigslist.
9. Ms. Pu showed the Property to potential tenants.
10. On October 8, 2016, [Tenant 2] ("[Tenant 2]") entered into a Residential Tenancy Agreement to rent the Property. The tenancy would commence on November 1, 2016 for a term of one year with monthly rent of \$2,500.00 and a security deposit of \$1,250.00 (the "Rental Agreement").
11. The Rental Agreement indicated that Ms. Pu was the landlord and Ms. Pu signed it as the landlord.

12. On April 18, 2017, Ms. Pu sent an email to the Property's strata property manager indicating that she was the agent for the Property's owner and attaching a copy of the Form K: Notice of Tenant's Responsibilities (the "Form K"). On the Form K, Ms. Pu's name and contact information are written in the Landlord's contact information section and Ms. Pu identifies herself as an agent of the landlord. Ms. Pu signed the Form K.
13. On or about November 14, 2017, Ms. Pu paid \$2,075.00 to [Tenant 1], the former tenant of the Property, in return of his security and pet deposit.
14. On or about February 2, 2017 and July 4, 2017, Ms. Pu paid the property taxes totalling \$2,003.03 for the Property to the City of Vancouver.
15. Ms. Pu paid \$150.00 to re-key the Property's mailbox.
16. From October, 2016 through December, 2017, Ms. Pu did not provide the Rental Agreement or [Tenant 2]'s contact information to the Owner or the Complainant.

### **The Rental Funds**

17. [Tenant 2] paid the security deposit of \$1,250.00 and monthly rent for the Property with cheques made payable to Ms. Pu (the "Rental Funds").
18. Ms. Pu deposited the Rental Funds to her personal bank account.
19. Between November 2016 and February 2017, Ms. Pu did not remit the Rental Funds to the Owner.
20. On February 17, 2017, the Complainant asked that the Funds be deposited in the Owner's bank account as soon as possible.
21. Between March 2017 and November 2017, Ms. Pu only remitted the following payments to the Owner:
  - In or around March, 2017, Ms. Pu transferred \$2,500.00.
  - In or around April, 2017, Ms. Pu transferred \$2,500.00.
  - In or around May, 2017, Ms. Pu transferred \$2,500.00.
  - In or around September, 2017, Ms. Pu transferred \$5,000.00.
22. Between March 2017 and November 2017, the Complainant made repeated inquiries about the Rental Funds that had not been remitted to the Owner.
23. On November 1, 2017, the Property switched to a month-to-month lease. [Tenant 2] continued to pay the monthly rent by cheques made payable to Ms. Pu.
24. On November 23, 2017, the Complainant demanded that all the Rental Funds collected by Ms. Pu be deposited in the Owner's bank account. At that time, Ms. Pu had not remitted \$18,750.00 of the Rental Funds.
25. In December, 2017, the Complainant contacted the Brokerage and complained that Ms. Pu had not remitted the security deposit and/or all rent owing to the Owner. The Complainant further submitted a complaint to the Real Estate Council of British Columbia (the "Complaints").
26. Prior to the Complaints, the Brokerage was unaware of the rental property management services she was providing for the Owner. Further, at no point did Ms. Pu deliver to the Brokerage any of the Rental Funds she had collected.
27. In January, 2018, the Brokerage facilitated the payment of \$18,271.97 from Ms. Pu to the Owner. At that time, Ms. Pu had not remitted \$22,500.00 of the Rental Funds to the Owner. The final payment totalled the unremitted Rental Funds minus the expenses paid on behalf of the Claimant by Ms. Pu.

28. Ms. Pu never charged any fees for the rental property services she provided for the Owner.

29. A Notice of Discipline Hearing was issued on August 13, 2022 and served on Ms. Pu.

30. Ms. Pu has no discipline history.

### **PROPOSED FINDINGS OF MISCONDUCT**

For the sole purposes of the Proposal and based on the Facts outlined herein, Ms. Pu proposes the following findings of misconduct be made by the Superintendent:

1. Ms. Pu committed professional misconduct within the meaning of section 35(1)(a) of the RESA in that, in her capacity as a trading services representative for the Brokerage and in relation to the residential property located at the Property in and around October, 2016 to December, 2018, she:
  - a. provided rental property management services for the Property, when not licensed to do so, contrary to section 3(1) of the RESA and section 3-4 [*act honestly and with reasonable care and skill*] of the Rules;
  - b. provided rental property management services for the Property, separate and apart from the Brokerage, contrary to section 7(3)(a) of the RESA and section 3-4 [*act honestly and with reasonable care and skill*] of the Rules;
  - c. failed to promptly pay or deliver to the Brokerage all money held or received from, for or on behalf of a principal in relation to the rental property management services for the Property, contrary to section 27(1)(a) of the RESA and section 3-4 [*act honestly and with reasonable care and skill*] of the Rules;
  - d. failed to promptly pay or deliver to the Brokerage all money held or received on account of remuneration for the rental property management services for the Property, contrary to section 27(1)(b) of the RESA and section 3-4 [*act honestly and with reasonable care and skill*] of the Rules; and,
  - e. failed to obtain written authorization to sign the rental tenancy agreement dated October 8, 2016 on behalf of the Owner of the Property before signing said agreement, contrary to sections 5-3(1) and 3-4 [*act honestly and with reasonable care and skill*] of the Rules.
2. Ms. Pu committed professional misconduct within the meaning of section 35(1)(c) [*wrongful taking*] of the RESA in that, in her capacity as a licensee, she intentionally failed to account for or pay over, within a reasonable time, the money she received that belonged to the Owner in relation to the rental property management services she provided for the Property.

### **PROPOSED ORDERS**

Based on the facts herein and the Proposed Findings of Misconduct, Ms. Pu proposes that the Notice of Discipline Hearing in this matter be resolved through the following Orders being made by the Superintendent, pursuant to section 43 of the RESA:

1. Ms. Pu's license be suspended for thirty (30) days from the date of this Order;
2. Ms. Pu is prohibited from acting as an unlicensed assistant during her license suspension period;
3. Ms. Pu is to pay a discipline penalty to BCFSA in the amount of \$45,000.00 within three (3) months from the date of this Order.
4. Ms. Pu, at her own expense, register for and successfully complete the Real Estate Trading Services Remedial Education Course as provided by the Sauder School of Business at the University of British Columbia in the time period directed by BCFSA.

5. Ms. Pu, at her own expense, register for and complete the BCFSA Ethics for the Real Estate Professional Course as provided by the Real Estate Institute of Canada in the time period directed by BCFSA.
6. Ms. Pu is to pay partial enforcement expenses to BCFSA in the amount of \$5,000.00 within three (3) months from the date of the Order.

If Ms. Pu fails to comply with any of the terms of the Order set out above, the Superintendent may suspend or cancel their licence without further notice to them.

#### **ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT**

1. Ms. Pu acknowledges and understands that the Superintendent may accept or reject the Proposal. If the Proposal is rejected by the Superintendent, the matter may be referred to a disciplinary hearing.
2. Ms. Pu acknowledges that she has been urged and given the opportunity to seek and obtain independent legal advice with respect to the disciplinary process, the allegations contained in the Notice of Discipline Hearing, and the execution and submission of the Proposal to the Superintendent; and, that she has obtained independent legal advice or has chosen not to do so, and that she is making the Proposal with full knowledge of the contents and the consequences if the Proposal is accepted.
3. Ms. Pu acknowledges and is aware that BCFSA will publish the Proposal and the Consent Order or summaries thereof on BCFSA's website, on CanLII, a website for legal research and in such other places and by such other means as BCFSA in its sole discretion deems appropriate.
4. Ms. Pu hereby waives her right to appeal pursuant to section 54 of the RESA.
5. If the Proposal is accepted and/or relied upon by the Superintendent, Ms. Pu will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict Ms. Pu from making full answer and defence to any civil or criminal proceeding(s).
6. The Proposal and its contents are made by Ms. Pu for the sole purpose of resolving the Notice of Discipline Hearing in this matter and do not constitute an admission of civil liability. Pursuant to section 41(5) of the RESA, the Proposal and its contents may not be used without the consent of Ms. Pu in any civil proceeding with respect to the matter.

**“TIAN YING PU”**

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**TIAN YING PU**

**Dated 12 day of January, 2023**